

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-14-66216
HUD# 07-14-0636-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

1688 RADFORD ROAD RESIDENTIAL COOPERATIVE, INC.

137 Main Street, Suite 400
Dubuque, Iowa 52001-7678

AL URBAIN CONSTRUCTION MANAGEMENT

300 Main Street, Suite 310
Dubuque, Iowa 52001-6946

INNOVATIVE DESIGN & BUILDING SERVICES

1418 South 13th Street
Decatur, Indiana 46514-8225

ALL AMERICAN HOMES

2831 Dexter Drive
Elkhart, Indiana 46514-8225

PHILLIP E. ROBBINS

P.E. Robbins Inc.
1777 State Route 167
Victoria, Illinois 61485-9763

P.E. ROBBINS INC.

1777 State Route 167
Victoria, Illinois 61485-9763

TODD A. BIRKEL

1553 West Morley Road
Elizabeth, Illinois 61028-9447

COMPLAINANT

ANGELA WILLIAMS

Commissioner, Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). Complainant alleged Respondents designed and constructed covered multifamily dwelling units in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the “accessible route into and throughout the unit,” “light, switches, thermostats, electrical outlets in accessible locations,” and “usable kitchens and bathrooms” requirements of the ICRA and FHA.¹ Complainant specifically alleged, in Unit 2, 1616 Radford Road, Radford Place Apartments [henceforth referred to as “Radford”], (1) the height of the threshold was four inches, which is higher than the maximum allowable threshold of 3/4inch; (2) the height of the thermostat controls was 60 inches, which is higher than the maximum 48 inches allowed; and (3) the distance from the midline of the bathroom sink to the adjoining wall was 15 inches, which is less than the minimum 24 inches required for an accessible parallel approach due to cabinets that appeared to be non-removable to the testers.

Description of the Subject Property

Radford, the subject property complex, has six buildings. Each building has six ground-floor units.² Since there is no elevator, only the 36 ground-floor units at Radford are “covered”³ by the design and construction provisions of the ICRA and FHA.⁴ Radford was issued a Certificate of Occupancy on December 5, 2013.⁵

The scope of this agreement includes all 36 units and the public/common use areas at Radford. The construction of all units within Radford was based a single two-bedroom two-bathroom unit design.

Respondents' Defenses:

¹ Iowa Code §§216.8A(3)(c)(3)(c)(ii), and 216.8A(3)(c)(3)(c)(iv); 24 C.F.R. §§100.205(c)(3)(ii), and 100.205(c)(3)(iv).

² The six buildings are located all on Radford Road, and the street numbers for the buildings are 1600, 1612, 1616, 1628, 1682, and 1694.

³ “Covered multifamily dwellings” or “covered multifamily dwellings subject to the Fair Housing Amendments” means buildings consisting of four or more dwelling units if such buildings have one or more elevators; and ground floor dwelling units in other buildings consisting of four or more dwelling units.” Fair Housing Accessibility Guidelines, Federal Register, Vol. 56, No. 44, Wednesday, March 6, 1991, Rules and Regulations, page 9500.

⁴ 42 U.S.C. §3604(f)(7); Iowa Code §§216.2(4)(a), 216.2(4)(b).

⁵ Email from Al Urbain, Owner of Al Urbain Construction Management, to Emigdio López-Sanders, Civil Rights Specialist for ICRC, Sub.: *Fw: Initial Occupancy dates for Radford Pl Apartments*, Sept. 22, 2014.

When asked in the questionnaire what was true or false about the allegations, Cooperative answered:

In the Complaint filed in this matter, there are three specific allegations made concerning the lack of ADA compliance with respect to the subject property. These are addressed individually as follows:

- a. The Complaint alleges that in the unit viewed on the subject property, the change in threshold level from the interior of the unit to the balcony landing was measured to be four inches, which allegedly exceeds the maximum allowable threshold of 3/4 of an inch. This is inaccurate. From the measurements made by the above named Respondent, the change is actually 1.5 inches from the top of the sliding door base running from the balcony landing on the outside, and 1 inch from the top of the balcony door base frame to the inside of the unit.
- b. The complaint alleges that the thermostat controls were measured to be 60 inches above the floor in the unit viewed. The above named Respondent does not contest this measurement.
- c. The complaint alleges that the cabinet doors under the bathroom sinks in both bathrooms are not removable which triggers the applicable regulations concerning parallel approaches to sinks by persons using wheelchair assistive devices. This is inaccurate. The cabinet doors and other aspects of the vanity frame are fully removable and can be easily removed to suit the needs of persons using wheelchairs, thereby negating the need for parallel approach compliance.

Urbain answered:

I believe that the complaint is not correct regarding the elevation of the landing at the balcony. The complaint states it to be 4" I believe it is at 1" or less. The complaint is correct regarding the elevation of the thermostat, it is at 60". The complaint regarding the bathrooms I believe to be correct.

Robbins answered:

I did factory built modular portion only. It is for 3rd Party review and inspection by some[one] else. Not sure if allegation is related to anything we did.

Birkel answered:

I was the structural engineer for the foundation system only. Please see ["Owner" and 'Architect' response for additional information.

Report of Preliminary Findings:

ICRC Investigators inspected one unit, as well as the six public or common use areas. After conducting an onsite inspection of the interior and exterior concrete porch of Unit 7, the wooden-deck porch for Unit 2, and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The sidewalk path adjacent to the south of the mailboxes has a 30-inch width.⁶ As the path length for the sidewalk adjacent to the mailboxes is greater than 24 inches, the minimum sidewalk is 36 inches. The sidewalk in front of the mailboxes is not accessible because it is too narrow for tenants in a wheelchair to use so they can access the mailboxes.
- 2) The slopes for the sidewalk path from the mailbox kiosks to the leasing office includes sections that exceed the maximum slope value of 5% for running slope, the 2% maximum cross-slope value, and the 8.33% maximum running-slope value for curb ramps, as established by ANSI 2003 and ADAAG.⁷
- 3) The sidewalk section, which runs from the mailbox kiosks to the leasing office and adjacent to the southeast of the door to the leasing office, includes a change in level with height values ranging from 1/2 inch to 3/4 inch. *See Appendix A, Figure 1C.* The measured heights exceed the 1/4-inch maximum height allowed by ANSI 2003 with no beveling, making this section of the sidewalk inaccessible to persons with mobility impairments.
- 4) There is not enough clear floor space in front of the mailbox kiosks to provide access for residents in a wheelchair. If the width of the path in front of the mailboxes is increased to 36 inches, then the maximum allowable reach height requirement will be 54 inches, as required for a parallel approach. The height for the keyholes in the top two rows of mailboxes was measured at no less than 54.5 inches.⁸ Therefore, the mailboxes with a height greater than 54 inches are unusable, according to the maximum reach parameters of ANSI 1986.
- 5) The interior height of the threshold to the entrance doorway at the leasing office was measured at 1 5/8 inches.⁹ The interior height for this threshold exceeds the maximum allowable threshold height of 1/2 inch, as established by IBC 2006 and ADAAG, and renders the leasing office inaccessible to tenants, prospective tenants, and vendors with mobility impairments who require the use of a wheelchair.
- 6) Each of the ground-floor units at Radford has a sliding glass door onto an exterior porch. The clear opening width of the sliding glass door in the living room of the tested unit measured 28 inches with the sliding glass door bumper in place, and 31

⁶ See Appendix A, Figures 1A and 1B.

⁷ Appendix A, Figure 1C.

⁸ See Appendix A, Figure 2A.

⁹ See Appendix A, Figure 3A.

inches with the bumper removed.¹⁰ The opening width of these sliding glass doors is narrower than the minimum allowed width of 31 5/8 inches – as required by ANSI 20013 and the FHADM – making them unusable by persons using wheelchairs.

The doorway to the bathroom has a clear opening width of 25 5/8 inches.¹¹ This doorway is much narrower than the minimum allowed 31 5/8 inches, as referenced above, and makes the bathroom unusable by persons using wheelchairs.

- 7) The interior threshold height in Unit 7 was measured at 1 1/4 inches.¹² The exterior threshold height onto the wood porch for the secondary entrance in Unit 2 was measured at 3 7/8 inches.¹³ The interior and exterior threshold heights in these units exceed the 3/4-inch maximum allowed height for interior threshold heights and 1/2-inch maximum height beneath the interior finished floor surface – as required by ANSI 2003 and the Guidelines – and render the secondary entrances to the porches unusable by tenants using wheelchairs.
- 8) The height of the top thermostat control buttons used in adjusting the temperature was measured at 60 inches for Unit 7 in Building 1616.¹⁴ The height of these control buttons is higher than the 48-inch maximum reach limit allowed by the Guidelines, making the buttons unusable by a resident in a wheelchair.
- 9) Based on all of Respondents responses to ICRC questionnaire, it is not certain whether the hallway bathroom has the required grab bar reinforcement. Therefore, additional information is needed from Respondents to confirm whether the hallway bathroom in each of the units has the required grab-bar reinforcement.
- 10) Respondents maintain the master bathrooms have removable bathroom cabinets. In order to confirm the vanity cabinets in the master bedrooms are, indeed removable, ICRC needs Respondents to submit photographs and information, including information on the total length of time required to remove the cabinets.
- 11) Respondents stated the vanity cabinet in the hall bathroom is not removable. The midline of the sink is 15.5 inches way from the adjoining wall in this bathroom, which is less than the 24 inches required for a parallel approach. Additionally, the clear floor space outside the swing of the door is less than 30 inches by 48 inches required by the Guidelines. The midline of the toilet in this bathroom is 17 inches from the bathtub, which is less than the allowed minimum of 18 inches. However, all of these three features will not be deemed to be deficiencies if it is confirmed that the master bathroom has a removable vanity cabinet, which results in sufficient knee space under the sink once the cabinet is removed.

¹⁰ See Appendix A, Figures 4A and 4B.

¹¹ See Appendix A, Figures 4C and 4D.

¹² See Appendix A, Figure 4E.

¹³ See Appendix A, Figure 4F.

¹⁴ See Appendix A, Figure 4G.

- 12) According to the reach requirements from ANSI 2003, the maximum high reach for a forward and parallel approach without obstructions is 48 inches. The height for all the bathroom towel bars in the inspected unit was measured at no less than 60 inches.¹⁵

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will move the mailbox kiosks back away from the curb to create a 36-inch wide path in front of the mailboxes.
- 2) Respondents will install ADA-compliant handrails along both sides of the sidewalk path from the mailbox kiosks to the leasing office that exceed the 5% maximum running slope requirement, but are less than 8.33%.

Respondents will either reinstall the curb ramp adjacent to the east of the mailbox kiosks at its current location or relocate it further east, by a few feet, from its current location, to bring into compliance the running slopes with values of greater than the 8.33% maximum running-slope allowed, and to better navigate the obstruction created by the grade of the terrain.

Respondents will reinstall the sidewalk section adjacent to the southeast of the leasing office that has a cross-slope of 3.3%, to decrease the cross slope to 2% or less, and bring this sidewalk section into compliance.

- 3) By reinstalling the sidewalk section discussed in the last paragraph from the "2)" paragraphs above, Respondents will eliminate the non-compliant change in level.
- 4) Respondents will rearrange the mailbox numbers to provide all ground-floor unit tenants with keyholes to mailboxes that do not exceed the height of 54 inches, as required by ANSI 1986.
- 5) Respondents will permanently install an ADA-compliant threshold overlay or ramp at the interior side of the threshold to the entrance of the leasing office to correct the deficiency caused by the 1 5/8-inch threshold height that exceeds the maximum allowed threshold height of 1/2 inch, as established by IBC 2006 and ADAAG.
- 6) Respondents will place the bumper vertically in the frame of the doorway and replace the exterior door handle to the sliding glass door of every ground-floor unit to increase the door-opening width to no less than 31 3/8 inches, which is sufficiently close to the nominal 31 5/8-inch width required by ANSI 2013 and the FHADM for secondary doors.

¹⁵ See Appendix A Figure 4I.

Respondents maintain they are not able to widen the doorway of the hallway bathroom because of the obstruction created by the vanity cabinet.

- 7) Respondents will permanently install FHA-compliant threshold overlays or ramps at the non-compliant interior and exterior sides of the thresholds to the secondary doorway to the porch of every ground-floor unit to decrease the interior threshold heights to a maximum of 3/4 inch and the exterior threshold unto the wooden-deck porch to a maximum of 1/2 inch, as required by ANSI 2003 and the Guidelines.
- 8) Respondents will relocate the thermostats in all ground-floor units to decrease the height of the top thermostat control buttons to a maximum height of 48 inches, as required by the Guidelines.
- 9) Mr. Urbain stated it is likely that the hallway bathroom is lacking the required grab-bar reinforcement, as Respondents believed this bathroom was not required to meet any accessibility requirements if the master bathroom was made fully accessible.
- 10) Respondents will document the removal of the vanity cabinet in the master bathroom via video or photographs to indicate whether the wall, cabinet, and floor surfaces are finished. Respondents will take measurements for the knee space created after the removal of the cabinet to verify compliance with the dimensional “knee clearance” requirements of ANSI 2003. And Respondents will record the time required to complete each step. Respondents will submit the required documentation to ICRC.
- 11) Respondents state once they submit the documentation required in “10)” paragraph above, then the hallway bathroom will not be required to meet the maneuverability and clear floor space requirements for Requirement 7 [*Usable Kitchens and Bathrooms*].
- 12) Respondents will install an additional towel bar at a maximum height of 48 inches underneath the existing 60-inch high towel bars in the master bathroom for all ground-floor units.

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the requirements of the 2009 International Building Code [IBC 2009], which is not one of the safe harbors accepted by HUD.¹⁶ However, in their written responses to the Report of Preliminary Findings, Respondents stated the ANSI 2003 is the accessibility code that was used in the design of the subject property. Further verification of IBC 2009 revealed ANSI 2003 is

¹⁶ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

incorporated as the code for meeting the technical requirements of accessibility.¹⁷ ANSI 2003 is one of the safe harbors accepted by HUD when “used in conjunction with the Act, HUD’s Regulations, and the Guidelines[.]”¹⁸

Following is the assessment of the reported deficiencies, based on the scoping requirements of FHADM and the technical requirements of ANSI 1986 and ANSI 2003:

- 1) ICRC concurs with Respondents’ proposal to move the mailbox kiosks back away from the curb to create a 36-inch wide path in front of the mailboxes.
- 2) ICRC concurs with Respondents’ proposal to install ADA-compliant handrails along both sides of the sidewalk path between the mailbox kiosks and the leasing office that exceed the 5% maximum running slope requirement, but are less than 8.33%.

ICRC concurs with Respondents’ proposal to either reinstall the curb ramp adjacent to the east of the mailbox kiosks at its current location or relocate it further east, by a few feet, from its current location, to bring into compliance the running-slopes exceeding 8.33%, which is the maximum allowed running-slope values as established by ADAAG and ANSI 2003.

ICRC concurs with Respondents’ proposal to reinstall the sidewalk section adjacent to the southeast of the leasing office that has cross-slope of 3.3%, to bring into compliance the cross-slope exceeding 2%, which is the maximum allowed cross-slope value, as established by ADAAG and ANSI 2003.

- 3) ICRC concurs with Respondents’ claim that in completing the retrofit described in “2)” paragraph described above will eliminate the non-compliant change in level.
- 4) ICRC concurs with Respondents’ proposal to renumber all the mailboxes for ground-floor units that have keyholes at a height greater than the maximum allowed height of 54 inches, as required by ANSI 1986.
- 5) ICRC concurs with Respondents’ proposal to permanently install an ADA-compliant threshold overlay or ramp at the interior side of the threshold to the entrance of the leasing office to correct the deficiency caused by the 1 5/8-inch threshold height, which exceeds the maximum allowed threshold height of 1/2 inch, as established by IBC 2006 and ADAAG.
- 6) ICRC concurs with Respondents’ proposal to relocate the sliding glass door bumper vertically in the side of that doorway and replace the exterior door handle to the sliding glass door to every ground-floor unit, so as to increase the door-opening width to no less than 31 3/8 inches. Although this is less than the nominal

¹⁷ See IBC 2009, page 600.

¹⁸ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

31 5/8-inch width required by ANSI 2013 and the FHADM for secondary doors, is not likely to have a significant impact on the accessibility of the route through these doorways.

Although the doorway to the hallway bathroom is non-compliant because it is significantly less than the 31 5/8 minimum width required for secondary doorways – as established by IBC 2006, ANSI 2003, and the Guidelines – ICRC will not require Respondents to widen the doorway to the hallway bathrooms because it is not physically feasible due to the obstruction from the vanity cabinet, and it is not necessary because the bathroom itself will not be required to meet the requirements from Requirement 7 once the master bathroom is shown to fully comply with the accessibility requirements. However, as these doorways continue to be non-compliant, the current agreement does not prevent possible future enforcement actions by either the United States Department of Housing and Urban Development (HUD) or the United States Department of Justice (DOJ).

- 7) ICRC concurs with Respondents' proposal to permanently install an FHA-compliant threshold overlay or ramp at the non-compliant interior and exterior sides of the thresholds to the secondary doorway to the porch of every ground-floor unit to decrease the interior threshold heights to a maximum of 3/4 inch and the exterior threshold unto the wooden-deck porch to a maximum of 1/2 inch, as required by ANSI 2003 and the Guidelines.
- 8) ICRC concurs with Respondents' proposal to relocate the thermostats in all ground-floor units to decrease the height of the top thermostat control buttons to a maximum height of 48 inches, as required by the Guidelines.
- 9) For the same reasons as outlined in “(6)” paragraph above, ICRC will not require Respondents to install grab bar reinforcements at the hallway bathrooms for all the ground-floor units.
- 10) ICRC concurs with Respondents' proposal to document the removal of the vanity cabinet in the master bathroom via photographs or video to indicate whether the wall, cabinet, and floor surfaces are finished; to take measurements for the knee space created after the removal of the cabinet to verify compliance with the dimensional “knee clearance” requirements of ANSI 2003; to record the time required to complete each step; and to submit all of this documentation and information to ICRC.
- 11) ICRC concurs with Respondents' claim that once they submit the documentation required in “(10)” paragraph above, then the hallway bathroom will not be required to meet the maneuverability and clear floor space requirements for Requirement 7.
- 13) ICRC concurs with Respondents' proposal to install an additional towel bar at a maximum height of 48 inches underneath the existing 60-inch high towel bars in the master bathroom for all ground floor units.

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against any person for filing a charge under the ICRA; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden under the ICRA.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of the ICRA.
3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the sale or rental of a dwelling, or otherwise make unavailable or deny a dwelling, to a buyer or renter on the basis of disability. 42 U.S.C. 3604(f)(1); Iowa Code § 216.8A(3)(a).
4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling on the basis of disability. 42 U.S.C. 3604(f)(2)(a) and Iowa Code § 216.8A(3)(b)(1)
5. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).
6. Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in a building consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 *C.F.R. Part 100.200 et seq.*; 56 *Fed. Reg.* 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.
5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

Voluntary and Full Settlement

7. The parties acknowledge this Predetermination Settlement Agreement (hereinafter referred to as the Agreement) is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
8. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
9. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of the Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
10. Respondents agree ICRC may review compliance with this Agreement. And as part of such review, Respondents agree ICRC may examine witnesses, collect documents, or require written reports.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Disclosure

12. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Required Modifications or Retrofits

13. Respondents agree to make the following modifications or retrofits to the subject property:

Accessible and Usable Public and Common Use Areas – Sidewalk Path in Front of Mailbox Kiosks

- (a) The parties agree the sidewalk path adjacent to the south of the mailboxes has a 30-inch width, which is less than the 36-inch minimum width required by FHADM and ANSI 1986, so that tenants in a wheelchair have a route sufficiently wide to access the mailboxes.
- (b) Respondents agree they will move the mailbox kiosks further away from the sidewalk curb, so as to create a 36-inch wide route for the sidewalk in front of the mailbox kiosks, to provide a route sufficiently wide for tenants in a wheelchair to access the mailboxes, as required by FHADM and ANSI 1986.

Accessible and Usable Public and Common Use Areas – Sidewalk Path Between Mailbox Kiosks and Leasing Office

- (a) The parties agree the slopes for the sidewalk path between the mailbox kiosks and the leasing office includes sections that exceed the maximum slope value of 5% for running slope and the 2% maximum cross-slope value established by ANSI and ADAAG.
- (b) Respondents agree they will install a handrail on each side of the sidewalk path between the mailbox kiosks and the leasing office in compliance with the FHA and ICRA, and meeting the technical requirements specified in Section 4.8.5 of the ADAAG.¹⁹
- (c) Respondents agree they will reinstall the sidewalk section adjacent to the southeast of the leasing office, as indicated in Figure 1C of Appendix A, that has a cross slope of 3.3%. The new sidewalk section will have a cross-

¹⁹ <http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/background/adaag> (Last visited on June 30, 2015).

slope value of 2% or less, and a running slope of no greater than 8.33%, which will also include an ADA-compliant handrail on both sides of the sidewalk path.

- (d) Respondents agree they will either reinstall the curb ramp adjacent to the east of the mailbox kiosks at its current location or relocate it further east, by a few feet, from its current location, to decrease the slope values exceeding 8.33%, which is the maximum allowed running slope values for ramps as established by ADAAG and ANSI 2003.

Accessible and Usable Public and Common Use Areas – Mailboxes

- (a) The parties agree the height of the keyhole for the top two rows of the mailboxes, which includes ground-floor units, at all six mailbox kiosks exceed the maximum height of 54 inches for a person who requires the use of a wheelchair to make a parallel approach, as specified in ANSI 1986.
- (b) Respondents agree they will rearrange the mailbox numbers to ensure all ground-floor unit tenants have mailboxes with keyholes that do not exceed the maximum height of 54 inches, as required by FHADM and ANSI 1986.

Accessible and Usable Public and Common Use Areas – Leasing Office Doorway Threshold

- (a) The parties agree the interior height of the threshold to the entrance doorway at the leasing office is 1 5/8 inches, which exceeds the maximum allowable threshold height of 1/2 inch, as established by IBC 2006 and ADAAG, and renders the leasing office inaccessible to tenants, prospective tenants, and vendors with mobility impairments who require the use of a wheelchair.
- (b) Respondents agree they will permanently install an ADA-compliant threshold overlay or ramp at the interior side of the threshold to the entrance of the leasing office, such that the threshold height will not exceed the 1/2-inch maximum allowed, as established by IBC 2006 and ADAAG.

Usable Doors – Door Opening Width for Secondary Door

- (a) The parties agree the clear opening width of the sliding glass door in the living room of Unit 7 is 28 inches wide with the sliding glass door bumper in place, and 31 inches with the bumper removed, which is narrower than the minimum allowed width of 31 5/8 inches – as required by ANSI 20013 and the FHADM – making them unusable by persons using wheelchairs.
- (b) Respondents agree they will relocate the sliding glass door bumper vertically in the frame of that doorway and replace the exterior door handle of the sliding glass door to every ground-floor unit to increase the door-opening width to no less than 31 3/8 inches, which is less than the nominal 31 5/8-inch

width required by ANSI 2013 and the FHADM for secondary doors, but which is not likely to significantly impact tenants who require the use of a wheelchair for mobility.

Usable Doors – Threshold for Secondary Door

- (a) The parties agree (1) the exterior threshold height onto the wood balcony for Unit 2 exceeds 1/2 inch below the interior finished floor surface; and (2) the interior threshold height onto the carpeted surface for Unit 7 exceeds 3/4 inch, which are the maximum heights allowed for interior and exterior thresholds onto pervious exterior surfaces by FHADM.
- (b) Respondents agree they will permanently install an FHA-compliant threshold overlay or ramp at the non-compliant interior and exterior sides of the thresholds to the secondary doorway to the porch of every ground-floor unit to decrease the interior threshold heights to a maximum of 3/4 inch and the exterior threshold unto the wooden-deck porch to a maximum of 1/2 inch below the interior carpeted surface, as required by ANSI 2003 and the Guidelines.

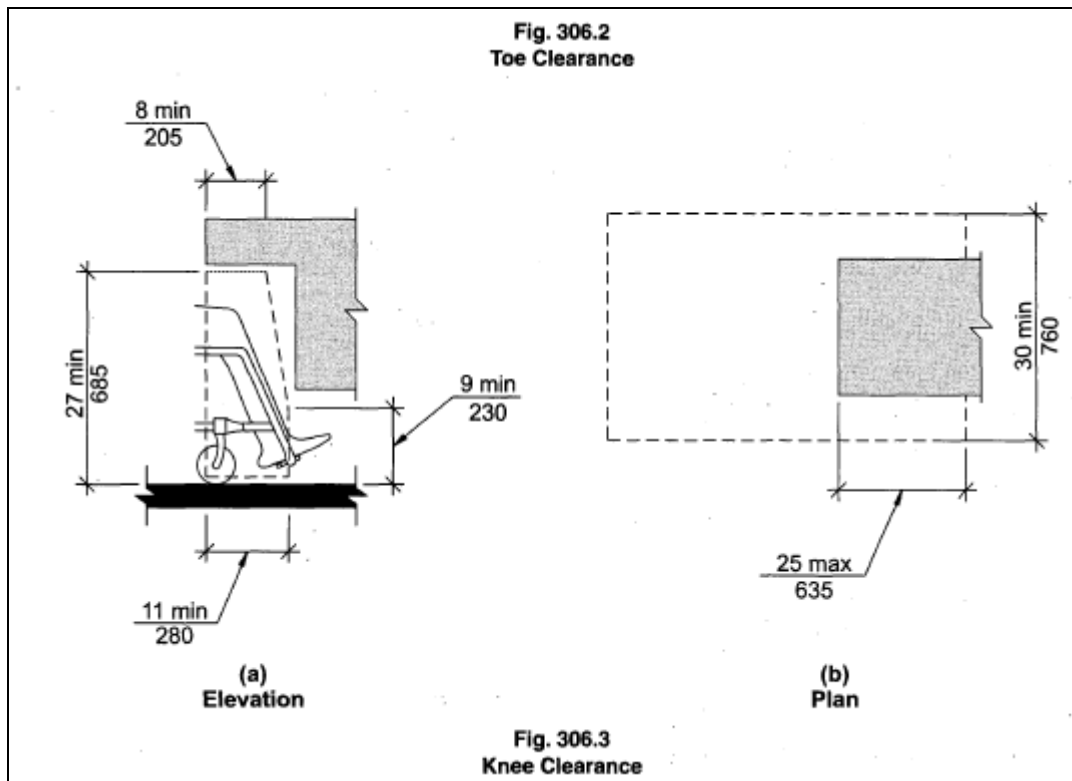
Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations - Thermostats

- (a) The parties agree the height for the thermostat controls in all units exceed the maximum height of 48 inches, as allowed by FHADM.
- (b) Respondents agree they will lower the thermostat controls in all unoccupied units at the subject property to a height no greater than 48 inches, as required by FHADM.

Usable bathrooms – Bathroom Sinks

- (a) The parties agree the distance from the midline of the sink to the adjacent wall in the master bathroom for Unit 7 was measured at under the 24-inch minimum for bathroom sinks without removable cabinets, as required by the Guidelines. Respondents maintain the vanity cabinet underneath these sinks is removable.
- (a) Respondents agree to complete the following steps in order to confirm the vanity cabinets in the master bathroom are removable:
 - 1) Illustrate how the bathroom cabinet would be removed by submitting a step-by-step, detailed description of the entire process, documenting the amount of time required to complete each step.
 - 2) Submit a video file showing how the cabinet is removed. If a video is not possible, provide photographs of each step in the removal process.

- 3) Once the cabinet is removed, take and provide photographs of each measurement to assess compliance with the “knee clearance” requirements from ANSI 2003, as indicated in the figure at the top of the next page. The measurements needed include:
 - a. Height from floor to bottom edge, or the underneath horizontal surface, of the vanity counter.
 - b. Height from floor to the fixture (water pipes, etc.) above where the toes for someone in a wheelchair would normally be when making the forward approach.
 - c. Depth of knee space from front edge of counter to fixture underneath counter.
 - d. Width of the knee space below the vanity counter.
- 4) Also, provide a description, as well as supporting video or photographs to indicate whether the wall behind the removed cabinet, and the surrounding cabinetry, which would otherwise be hidden from view by the removed cabinet, are finished.



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Usable bathrooms – Bathroom Towel Bars

- (a) The parties agree the height of the towel bars in all master bathrooms in the ground-floor units at the subject property exceed the reachable height of 48 inches for towel bars without an obstruction, as based on the general reach requirements established by ANSI 1986.

²⁰ ANSI 2003 at page 10.

- (b) Respondents agree they will install an additional bathroom towel bar at a height of no greater than 48 inches directly underneath the existing towel bars in the master bathrooms at all ground-floor units at the subject property, as required by ANSI 1986 and the FHADM.

Required Timelines for Completion of Modifications or Retrofits

- 14. Respondents agree they will allow tenants to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to move the affected tenants to another suitable unit on a temporary basis, until the unit is made safe or the renovation work is completed. Respondents agree to pay all costs generated by such moves.
- 15. Respondents agree that the above-required modifications or retrofits to the public and common use areas of the subject property – sidewalk sections in front of the mailboxes, sidewalk sections in path between mailbox kiosks and leasing office, mailboxes, and threshold of doorway to leasing office – within 90 days from the date of the Closing Letter from ICRC.²¹
- 16. Respondents agree to make the above-required modifications or retrofits to each of the units as each of the units becomes vacant. Respondents agree to make the required modifications or retrofits before each of the units is rented again.
- 17. Respondents agree to submit the required documentation for confirming the vanity cabinets underneath the sink in the master bathroom are removable within 90 days from the date of the Closing Letter from ICRC. If ICRC determines the bathroom cabinets are not be removable after reviewing the submitted documents and information, then Respondents agree to install removable cabinets underneath the bathroom sink in the master bathrooms of the ground-floor units, during the times described in Paragraph 16 above.

Mandatory Reporting Requirements

- 18. Respondents agree to notify ICRC when they have completed the required modifications or retrofits for all of the subject units and the public and common use areas. Such notification shall be made within 90 days of completion. These required notifications to ICRC will continue until all required modifications or retrofits have been completed in all 36 units.

²¹ The “Closing Letter” provides notice to the parties that the case has been closed. Once this agreement is fully executed, the Commission will issue its Closing Letter. It will be mailed to all parties and their representatives. A fully executed copy of the agreement will accompany the Closing Letter.

19. Respondents agree, as the required modifications or retrofits are made to a particular unit or common area, ICRC may then inspect such unit or common area, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC, and shall pay a reasonable fee for another inspection by ICRC staff or pay for an inspection by a third party inspector, approved by ICRC.

20. The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.
21. Within 90 days from the date of the Closing Letter from ICRC, Respondents agree to provide a written statement to ICRC, to the attention of Don Grove, Supervisor of Housing Investigations, which specifies how each of the above-required modifications or retrofits will be corrected.

[Please go to next page for the signature page]

1688 Radford Road Residential Cooperative, Inc.
RESPONDENT

Date

Al Urbain Construction Management
RESPONDENT

Date

Innovative Design & Building Services
RESPONDENT

Date

All American Homes, LLC
RESPONDENT

Date

Phillip E. Robbins
RESPONDENT

Date

P.E. Robbins Inc.
RESPONDENT

Date

Todd A. Birkel
RESPONDENT

Date

Angela Williams
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date